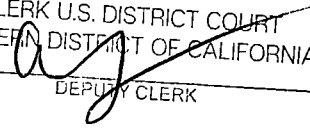


FILED

OCT 28 2022

Mayumi Anderson
31336 N Dome Drive
Coarsegold, CA. 93614
10/26/2022

CLERK U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY  DEPUTY CLERK

Eastern District of California

Mayumi Anderson]

Request for Jury Trial

Plaintiff]

Reserve the Right To Amend

Vs.]

Case # 1:22-cv-01391-JLT-EPG

State of California]

Judge Ernest J. LiCalsi]

Attorney Thomas J Holthus]

McCarthy Holthus]

M&T Bank]

Defendant's]

**20-MILLION DOLLAR CLAIM UNDER 42 U.S. CODE SEC. 1983 ACTION FOR
DEPRIVATION OF CIVIL RIGHTS, VIOLATION OF DUE PROCESS, CONSPIRACY
TO COMMIT REAL ESTATE DEED FRAUD, FORGERY, WRONGFUL
FORECLOSURE, AND BREACH OF CONTRACT THIS CLAIM IS ALSO FOR
OBSTRUCTION OF THE ADMINISTRATION OF JUSTICE**

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

Comes Now Plaintiff Mayumi Anderson, to file her claim against the defendant's. The claim will be brought forward in Common Law, "Administrative Law," "Law," "Equity," and Under the Uniform Commercial Code. This 42 U.S. Code Sec. 1983 Civil Action Claim is for Deprivation

of Civil Right Under Color of Law, conspiracy to commit real estate deed fraud, and forgery. This case is brought to enforce constitutional rights under 42 U.S.C. § 1983, conspiracy statutes under Federal Law.

2 U.S. Code § 1983 - Civil action for deprivation of rights

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be a statute of the District of Columbia.

JURISDICTION:

1. The Judiciary Act, though, Congress placed admiralty under the jurisdiction of the federal district courts.
2. This court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. 1331, which provides district courts with jurisdiction over civil actions arising under the United States Constitution or laws of the United States.
3. This court has personal jurisdiction over the defendant's corporations because the corporation's principal place of business is in this state.
4. Venue is proper pursuant to 28 U.S.C. 1391(b) because the events giving rise to the allegations in this complaint occurred in this district.
5. Federal court has jurisdiction over this case based on the following reasons:
 - a. 42 USC 1983 civil rights claim is Constitutional dispute
 - b. The plaintiff filed a claim against the state court judge, whereby other state court judges would have a conflict of interest.
 - c. The state is guilty of real estate deed fraud which is verified by the day-to-day process of registering homeowners' property deeds in their office.
 - d. The state is in control of the plaintiff's property deed when there is no law that forced the plaintiff to register her property.

- e. The state is paying the judge and providing a pension, 401-k, so other state court judges will have a conflict to hear this case in state court.
- 6. The State is the real party responsible for the foreclosure on the plaintiff's property using state-licensed sub-agencies to do the dirty work.
- 7. The amount of damage is over what the state court has jurisdiction to rule on.
- 8. The defendants violated Federal Laws.
- 9. The defendants violate the plaintiff's right to due process in state court whereby is liable under 42 U.S.C 1983 a federal civil rights statute.
- 10. There is no other court available for remedy.

FACTUAL ALLEGATIONS:

- 11. The original contract in this case was altered, stolen and that there was an addition to the agreement with the following items that are missing from the contract filed in this case.
- 12. The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money .
- 13. The bank or financial institution involved in the alleged loan will follow GAAP
- 14. The lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower
- 15. The borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- 16. The borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens.
- 17. The written agreement gives full disclosure of all material facts.
- 18. The Bank Advertised That They Loan Money.

- a. I applied for a loan
 - b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
 - c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
 - d. There is no bona fide signature on the alleged promissory note.
 - e. The promissory note is a forgery.
 - f. The promissory note—with my name on it— obligates me to pay \$210,478.00 plus interest, giving it a substantial value in today's market if it were sold to investors.
 - g. The bank recorded the forged promissory note as a loan from me to the bank.
 - h. The bank used this loan to fund the alleged bank loan check back to me.
 - i. The bank refused to loan the plaintiff legal tender or other depositors' money in the amount of \$ 210,478.00 or repay the unauthorized loan it recorded from me to the bank.
 - j. The bank changed the cost and the risk of the alleged loan.
 - k. The bank operated without my knowledge, permission, authorization, or agreement.
 - l. The bank denied me equal protection under the law.
 - m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
 - n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
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 - p. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.
19. The defendant's committed and conspired to commit real estate deed fraud when they failed to deliver the property deed as mandated by the state property transfer statute.

a. The mortgage deal was Not done according to the GAAP accounting principles in violation of the federal law.

b. The electronic credits called the mortgage loan was generated by the plaintiff's signature on the promissory note.

c. The words stamped on the promissory note "pay to the order of" without recourse will verify the bank official who signed there received the electronic credits called the mortgage loan.

d. There was no exchange of money in the mortgage loan.

20. Valid conveyances require that the executed deed be delivered to and accepted by the grantee.

21. The property deed was never delivered or accepted by the plaintiff.

22. The defendants committed acts of forgery when they fraudulently made false documents and altered real documents as if they are genuine.

23. The fact the alleged lender accepted the plaintiff's signature on the mortgage lien proves the plaintiff owned the property already.

24. The first illegal mortgage lien was placed on the property after the unlawful registration.

25. The attorney (Thomas J Holthus) is employed by McCarthy & Holthus, a 3rd party debt collector located at 13160 Foster, Suite 100 Overland Park, KS 66213.

26. On March 20, 2022 McCarthy Holthus LLP filed the foreclosure complaint case # CA-22-912185 CL against the plaintiff's property without an affidavit from an injured party to provide jurisdiction to the court. Exhibit: A

27. The trustee sale was postponed from 10-5-22 to 11-16-22

28. The statute the attorney used in the foreclosure complaint is not a valid law as it does not have the three elements the state constitution mandates must be present to be a valid law.

29. The foreclosing statute California Civil Code Procedure 2924 is missing the enacting clause, the title, and the body, and therefore the foreclosing statute is not a valid law and is unconstitutional on its face.

30. The defendants violated the F. D. C. P. A. when they engaged in abuse, threats, coercion, misrepresentation, fraud, harassment, unfair means, and deception to collect a debt where there is no injured party.

31. The plaintiff filed a complaint against the defendant's foreclosure petition with her 20-million-dollar claim on 10-27-22.

32. The original debt was zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange. Promissory Notes and other commercial instruments are legal tender, financial assets to the originator and a liability to the lender.

33. When a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset.

34. The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

35. These records include:

- a. FR 2046 balance sheet,
- b. 1099-OID report,
- c. S-3/A registration statement,
- d. 424-B5 prospectus and
- e. RC-S & RC-B Call Schedules

ELEMENTS FOR WRONGFUL FORECLOSURE:

36. The required elements for a wrongful disclosure case are:

- (1) the trustee or mortgagee signed for an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust;
- (2) the party attacking the sale (usually but not always the trustor or mortgagor) was prejudiced or harmed; and

(3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering.

37. FDCPA VIOLATION:

The elements for FDCPA are as follows:

- (1) the plaintiff is a consumer.
- (2) the debt involved meets the definition of debt in the FDCPA.
- (3) the defendant is a debt collector; and (4) the defendant committed an act prohibited by the FDCPA.”

38. ELEMENTS FOR COMMON LAW:

- a. Controversy (The listed defendants)
- b. Specific Claim (wrongful foreclosure, breach of contract,
- c. Specific Remedy Sought by Claimant (20- million dollars)
- d. Claim Is Sworn To and I will verify in open court that all herein be true.

PARTIES

- a. Mayumi Anderson is a resident of Madera County, California
- b. The first defendant is the State of California
- c. The second defendant is Judge Ernest J. LiCalsi
- d. The third defendant is Attorney Thomas J Holthus
- e. The fourth defendant is McCarthy Holthus
- f. The fifth defendant is M&T Bank

Counts:

Count One: Violation of 42 U.S.C. 1983:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

The defendant's negligence was the direct and proximate result of the plaintiff's injuries.

Count Two: Violation of Due Process:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

The defendants had a duty to follow the law and the constitution.

Count Three: Conspiracy to Commit Real Estate Fraud:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

It is illegal to alter documents and pass them off as an original.

Count Four: Forgery:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

Count Five: Wrongful Foreclosure:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

Count Six: Breach of Contract

Count Seven: Obstruction of the Administration of Justice

39. WRONGFUL FORECLOSURE:

The wrongful foreclosure action filed in state court had no injured party and so the state court did not have jurisdiction.

The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law.

The "the injured party" must appear and state she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action.

There is no injured party in the state foreclosure case and it and therefore the court did not have jurisdiction.

40. BREACH OF CONTRACT:

The bank advertised that they loan money:

- a. I applied for a loan.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
- c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory note.
- e. The promissory note is a forgery.
- f. The promissory note—with my name on it— obligates me to pay \$210,478.00 plus interest, giving it a substitutional value if it were sold to investors.
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- k. The bank operated without my knowledge, permission, authorization, or agreement.
- l. The bank denied me equal protection under the law.
- m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
- n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
- o. The bank failed to disclose if the promissory note is money or not money.
- p. It appears the bank recorded the promissory as an unauthorized loan from the plaintiff to the bank.
- q. The attorneys are misrepresenting themselves as working for a lender when they are illegally collecting as a 3rd party debt collector in violation of the F.D.C.P.A.
- r. The defendants obstructed the administration of justice.

41.NEGLIGENT/RECKLESS CONDUCT:

As a proximate result of the negligent or reckless conduct of the attorney acting as a 3rd party debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the 3 elements needed to be considered a valid law.

42. The state constitution mandates laws to be enacted by congress and they must have an enacting clause, a title, and a body.

43. The revised statutes use to provide jurisdiction to the court is not a valid law and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case.

44. The contract filed is missing the following provisions agreed upon in the original contract:

- a) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- b) The bank or financial institution involved in the alleged loan will follow GAAP,

c) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,

d) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,

e) the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and

f) the written agreement gives full disclosure of all material facts.

45. The defendants violated the plaintiff's right to due process 42 U. S. C. 1983 by using an unfair court process that is in violation of the federal laws and the court rules.

46. The defendants obstructed the administration of justice.

Infliction of Emotional Distress:

47. The defendants have intentionally and negligently taken illegal actions which have caused the plaintiff's severe emotional distress.

48. The attack on the plaintiff's home using a statute that is not a valid if fraud on the court.

49. The fact part of the original agreement is missing from the contract filed in the state foreclosure case is a clear showing of illegal intent to cause distress.

50. As a result of these actions by, State of California, Judge Ernest J. LiCalsi

Attorney Thomas J Holthus, Law Firm McCarthy Holthus and M&T Bank known as the defendants.

I have suffered in the following ways:

a) Lost income. I have my own business. I have lost hours and sometimes days of seeing clients take care of the filings, phone calls, and consultation with my legal team. I have also suffered intense anxiety attacks with a loss of sleep. When I do not sleep and/or I am intensely fatigued, I will never be able to give a monetary value for the increased damage to my health. No one can

return to me the health I have lost in dealing with the dubious actions of the persons named in my lawsuit.

b. The defendant's, acted with deliberate indifference to the Constitution and or federal laws when they violated the plaintiff's right committing wrongful foreclosure, breach of contract, forgery violated the F. D. C. P. A.

The Five Elements of "Due Process:

51. In assessing whether this demonstration has been or can be made, the courts look to the five elements, which, over the centuries of judicial experience, have come to be recognized as the sine qua non of "due process."

a. Equality: The system must not discriminate procedurally between parties. If one party is entitled to counsel, then all are entitled. If notice is provided one, it must be provided for all. The essential requirement for Equality is that the system provide a "level playing field" for the disputants. Discrimination in appearance or fact is an anathema to the Equality required to satisfy due process.

b. Economy: The cost of access to the system must not be a barrier to its use or operate to the disadvantage of one or the other parties. This means that grievance and arbitration proceedings should not be made a Board profit center and, in fact, may have to become subsidized to assure open access.

c. Expedition: As "justice delayed is frequently justice denied," there is an affirmative obligation on the part of the system to expedite ethics and arbitration proceedings. This does not foreclose orderly procedure with adequate time to ensure notice, time to prepare, opportunity to identify and gather witnesses, and otherwise develop facts and arguments. It does, however, foreclose dilatory tactics, unreasonable extension of time, and protraction of hearings.

d. Evidence: The system must be designed and function to elicit evidence, not assumptions; proof, not presumptions. While strict rules of evidence in the judicial sense do not apply, there must be control of what is admitted as relevant and judgment as to what is mere speculation and hearsay designed to prejudice rather than inform.

52. Elements For Conspiracy:

A federal criminal conspiracy is built up of five elements:

- a. Two or more persons that.
- b. Intentionally.
- c. Agreed.
- d. To violate federal law or defraud the United States; and commit an overt act in furtherance of the agreement.

53. Elements for Forgery:

Forgery is making, using, altering, or possessing a false document with the intent to commit fraud. Forgery can be the creation of a false document or changing an authentic one. There are several elements to the crime of forgery, and all must be proven before someone can be found guilty:

- a. A person must make, alter, use, or possess a false document. Forgery can be creating a false document from scratch or altering an otherwise genuine document in a material way. The alteration is material if it affects a legal right.
- b. The writing must have legal significance.
- c. The writing must be false. The writing must have been created or changed in a way that makes it appear that the document represents something that it is not.
- d. Intent to defraud.

54. Request for Damages:

Plaintiff request compensatory and general damages for expenses for legal expenses, medical bills, mental anguish associated with living with the consequences of the defendant's negligence, loss of income, and damaged credit score, embarrassment from having plaintiff's house Sold listed on Zillow and other Real estate foreclosure websites before while the case is in litigation. The plaintiff requests punitive damages in what the jury finds just and fair.

Plaintiff prays that this court enter judgment for the Plaintiff and against each of the Defendants, and grant:

- a. compensatory, punitive, and consequential damages, including damages for emotional distress, humiliation, and other pain and suffering on all claims allowed by law in an amount in excess 5.5- Million Dollars
- h. any further relief that this court deems just and proper, and any other appropriate relief a law

WHEREFORE, Plaintiff Mayumi Anderson, request the following

- a. That the court enter a judgment in favor of Mayumi Anderson, and against the defendants on all counts of the Complaint:
- b. That the court award compensatory damages into Plaintiff and against the defendants jointly and severally, in an amount to be determined at trial:
- c. That the court award punitive damages to plaintiff, and against the defendants, jointly and severally, in an amount to determine at trial in order that such award will deter similar proscribed conduct by the defendants in the future.
- d. That the court award plaintiff, and against the defendants, prejudgment and post-judgment interest on all sums awarded in this action, and including reasonable legal fees, pursuant to Federal Laws.

e. That the court grant Plaintiff such other equitable relief that the court deems appropriate.

Demand For A Trial By Jury

Comes Now, the plaintiff, and hereby demands jury trial on all issues so triable to a jury.

Mayumi Anderson 10/26/2022

Mayumi Anderson

Without Prejudice UCC 1-308

Certificate of Service:

A copy of this document was mailed to the court and a copy was mailed to the parties and the agency listed below.

Mayumi Anderson 10/26/2022

(Plaintiff's name here)

Without Prejudice 1-308

Judge Ernest J. LiCalsi

3062 Easy Ct,

MADERA, CA, 93637

Attorney Thomas J Holthus

213 Highgate Rd

Ithaca, NY, 14850

McCarthy Holthus LLP

2763 Camino Del Rio S Ste 100

San Diego, CA 92108

M&T Bank

P.O. Box 1288

Buffalo, NY 14240

FILED
Superior Court of California,
County of Madera
10/27/2022

Adrienne Calip / Clerk of Court
By: Brittany Velazquez, Deputy Clerk

Mayumi Anderson
31336 N Dome Drive
Coarsegold, CA. 93614
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Superior Court of California, County of Madera

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This case is brought to enforce constitutional rights under 42 U.S.C. § 1983, conspiracy statutes under Federal Law.

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- (1) the trustee or mortgagee signed for an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust;
- (2) the party attacking the sale (usually but not always the trustor or mortgagor) was prejudiced or harmed; and

(3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering.

37. FDCPA VIOLATION;

The elements for FDCPA are as follows:

- (1) the plaintiff is a consumer.
- (2) the debt involved meets the definition of debt in the FDCPA.
- (3) the defendant is a debt collector; and (4) the defendant committed an act prohibited by the FDCPA."

38. ELEMENTS FOR COMMON LAW:

- a. Controversy (The listed defendants)
- b. Specific Claim (wrongful foreclosure, breach of contract,
- c. Specific Remedy Sought by Claimant (20- million dollars)
- d. Claim Is Sworn To and I will verify in open court that all herein be true.

PARTIES

- a. Mayumi Anderson is a resident of Madera County, California
- b. The first defendant is the State of California
- c. The second defendant is Judge Ernest J. LiCalsi
- d. The third defendant is Attorney Thomas J Holthus
- e. The fourth defendant is McCarthy Holthus
- f. The fifth defendant is M&T Bank

Counts:

Count One: Violation of 42 U.S.C. 1983:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

The defendant's negligence was the direct and proximate result of the plaintiff's injuries.

Count Two: Violation of Due Process:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

The defendants had a duty to follow the law and the constitution.

Count Three: Conspiracy to Commit Real Estate Fraud:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

It is illegal to alter documents and pass them off as an original.

Count Four: Forgery:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

Count Five: Wrongful Foreclosure:

Plaintiff incorporates by reference the facts alleged in paragraphs 1-54

Count Six: Breach of Contract

Count Seven: Obstruction of the Administration of Justice

39. WRONGFUL FORECLOSURE:

The wrongful foreclosure action filed in state court had no injured party and so the state court did not have jurisdiction.

The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law.

The "the injured party" must appear and state she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action.

There is no injured party in the state foreclosure case and it and therefore the court did not have jurisdiction.

40. BREACH OF CONTRACT:

The bank advertised that they loan money:

- a. I applied for a loan.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
- c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory note.
- e. The promissory note is a forgery.
- f. The promissory note—with my name on it— obligates me to pay \$210,478.00 plus interest, giving it a substitutional value if it were sold to investors.
- g. The bank recorded the forged promissory note as a loan from me to the bank.
- h. The bank used this loan to fund the alleged bank loan check back to me.
- i. The bank refused to loan me legal tender or other depositors' money in the amount of \$210,478.00 or repay the unauthorized loan it recorded from me to the bank.
- j. The bank changed the cost and the risk of the alleged loan.

- k. The bank operated without my knowledge, permission, authorization, or agreement.
- l. The bank denied me equal protection under the law.
- m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
- n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
- o. The bank failed to disclose if the promissory note is money or not money.
- p. It appears the bank recorded the promissory as an unauthorized loan from the plaintiff to the bank.
- q. The attorneys are misrepresenting themselves as working for a lender when they are illegally collecting as a 3rd party debt collector in violation of the F.D.C.P.A.
- r. The defendants obstructed the administration of justice.

41. NEGLIGENT/RECKLESS CONDUCT:

As a proximate result of the negligent or reckless conduct of the attorney acting as a 3rd party debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the 3 elements needed to be considered a valid law.

42. The state constitution mandates laws to be enacted by congress and they must have an enacting clause, a title, and a body.

43. The revised statutes use to provide jurisdiction to the court is not a valid law and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case.

44. The contract filed is missing the following provisions agreed upon in the original contract:

- a) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- b) The bank or financial institution involved in the alleged loan will follow GAAP,

- c) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- d) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- e) the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
- f) the written agreement gives full disclosure of all material facts.

45. The defendants violated the plaintiff's right to due process 42 U. S. C. 1983 by using an unfair court process that is in violation of the federal laws and the court rules.

46. The defendants obstructed the administration of justice.

Infliction of Emotional Distress:

47. The defendants have intentionally and negligently taken illegal actions which have caused the plaintiff's severe emotional distress.

48. The attack on the plaintiff's home using a statute that is not a valid if fraud on the court.

49. The fact part of the original agreement is missing from the contract filed in the state foreclosure case is a clear showing of illegal intent to cause distress.

50. As a result of these actions by, State of California, Judge Ernest J. LiCalsi

Attorney Thomas J Holthus, Law Firm McCarthy Holthus and M&T Bank known as the defendants.

I have suffered in the following ways:

a) Lost income. I have my own business. I have lost hours and sometimes days of seeing clients take care of the filings, phone calls, and consultation with my legal team. I have also suffered intense anxiety attacks with a loss of sleep. When I do not sleep and/or I am intensely fatigued, I will never be able to give a monetary value for the increased damage to my health. No one can

return to me the health I have lost in dealing with the dubious actions of the persons named in my lawsuit.

b. The defendant's, acted with deliberate indifference to the Constitution and or federal laws when they violated the plaintiff's right committing wrongful foreclosure, breach of contract, forgery violated the F. D. C. P. A.

The Five Elements of "Due Process:

51. In assessing whether this demonstration has been or can be made, the courts look to the five elements, which, over the centuries of judicial experience, have come to be recognized as the sine qua non of "due process."

a. Equality: The system must not discriminate procedurally between parties. If one party is entitled to counsel, then all are entitled. If notice is provided one, it must be provided for all. The essential requirement for Equality is that the system provide a "level playing field" for the disputants. Discrimination in appearance or fact is an anathema to the Equality required to satisfy due process.

b. Economy: The cost of access to the system must not be a barrier to its use or operate to the disadvantage of one or the other parties. This means that grievance and arbitration proceedings should not be made a Board profit center and, in fact, may have to become subsidized to assure open access.

c. Expedition: As "justice delayed is frequently justice denied," there is an affirmative obligation on the part of the system to expedite ethics and arbitration proceedings. This does not foreclose orderly procedure with adequate time to ensure notice, time to prepare, opportunity to identify and gather witnesses, and otherwise develop facts and arguments. It does, however, foreclose dilatory tactics, unreasonable extension of time, and protraction of hearings.

d. Evidence: The system must be designed and function to elicit evidence, not assumptions; proof, not presumptions. While strict rules of evidence in the judicial sense do not apply, there must be control of what is admitted as relevant and judgment as to what is mere speculation and hearsay designed to prejudice rather than inform.

52. Elements For Conspiracy:

A federal criminal conspiracy is built up of five elements:

- a. Two or more persons that.
- b. Intentionally.
- c. Agreed.
- d. To violate federal law or defraud the United States; and commit an overt act in furtherance of the agreement.

53. Elements for Forgery:

Forgery is making, using, altering, or possessing a false document with the intent to commit fraud. Forgery can be the creation of a false document or changing an authentic one. There are several elements to the crime of forgery, and all must be proven before someone can be found guilty:

- a. A person must make, alter, use, or possess a false document. Forgery can be creating a false document from scratch or altering an otherwise genuine document in a material way. The alteration is material if it affects a legal right.
- b. The writing must have legal significance.
- c. The writing must be false. The writing must have been created or changed in a way that makes it appear that the document represents something that it is not.
- d. Intent to defraud.

54. Request for Damages:

Plaintiff request compensatory and general damages for expenses for legal expenses, medical bills, mental anguish associated with living with the consequences of the defendant's negligence, loss of income, and damaged credit score, embarrassment from having plaintiff's house Sold listed on Zillow and other Real estate foreclosure websites before while the case is in litigation. The plaintiff requests punitive damages in what the jury finds just and fair.

Plaintiff prays that this court enter judgment for the Plaintiff and against each of the Defendants, and grant:

- a. compensatory, punitive, and consequential damages, including damages for emotional distress, humiliation, and other pain and suffering on all claims allowed by law in an amount in excess 5.5- Million Dollars
- h. any further relief that this court deems just and proper, and any other appropriate relief a law

WHEREFORE, Plaintiff Mayumi Anderson, request the following

- a. That the court enter a judgment in favor of Mayumi Anderson, and against the defendants on all counts of the Complaint:
- b. That the court award compensatory damages into Plaintiff and against the defendants jointly and severally, in an amount to be determined at trial:
- c. That the court award punitive damages to plaintiff, and against the defendants, jointly and severally, in an amount to determine at trial in order that such award will deter similar proscribed conduct by the defendants in the future.
- d. That the court award plaintiff, and against the defendants, prejudgment and post-judgment interest on all sums awarded in this action, and including reasonable legal fees, pursuant to Federal Laws.

e. That the court grant Plaintiff such other equitable relief that the court deems appropriate.

Demand For A Trial By Jury

Comes Now, the plaintiff, and hereby demands jury trial on all issues so triable to a jury.

 10/26/2022

Mayumi Anderson

Without Prejudice UCC 1-308

Certificate of Service:

A copy of this document was mailed to the court and a copy was mailed to the parties and the agency listed below.

 10/26/2022

(Plaintiff's name here)

Without Prejudice 1-308

Judge Ernest J. LiCalsi

3062 Easy Ct,

MADERA, CA, 93637

Attorney Thomas J Holthus

213 Highgate Rd

Ithaca, NY, 14850

McCarthy Holthus LLP

2763 Camino Del Rio S Ste 100

San Diego, CA 92108

M&T Bank

P.O. Box 1288

Buffalo, NY 14240

M&T Bank

March 10, 2022

3-750-16833-0000007-001-1-000-000-000-000



MAYUMI ANDERSON
905 E MILL CREEK DR
FRESNO CA 93720-2574

Loan No.: 0031396849
Property: 31336 N DOME DRIVE
COARSEGOLD, CA 93614

Dear Mortgage Customer(s):

This is to advise you that your mortgage documents have been forwarded to our attorney's office for foreclosure proceedings.

All communications concerning the mortgage must now be directed to the following attorney office or trustee company:

MCCARTHY & HOLTHUS, LLP

MCCARTHY & HOLTHUS, LLP
2763 CAMINO DEL RIO S
SAN DIEGO CA 92108
(619) 685-4800

If you wish to retain your home, we urge you to contact our attorneys at once.

You have the right to request a copy of your note, deed of trust/mortgage, assignment (if applicable), and pay history. Please call 1-800-724-1633 if you want to exercise your right.

Although the foreclosure process may have begun, you still have alternatives available to you. M&T Bank, or a prior servicer, may have previously sent you one or more letters advising of possible alternatives to foreclosure, along with a borrower solicitation/workout application package. You can still be evaluated for alternatives to foreclosure even if you have previously shown no interest, have indicated that you are not interested or were previously evaluated but advised that no options were available.

Please See Reverse Side

Payment Processing: P.O. Box 62182, Baltimore, MD 21264-2182
Notices of Error or Information Requests: M&T Bank, P.O. Box 62986, Baltimore, MD 21264-2986
Mortgage account information: 1 800 724 1633, just a click away at mtb.com

In order to be considered for an evaluation you must obtain a solicitation/workout application package from M&T Bank, if not already obtained, and submit a complete application to M&T Bank at P.O. Box 840, Buffalo, NY 14240. To obtain the required application package and to be considered for possible alternatives you should contact M&T Bank by calling the M&T Bank toll-free number, which is as follows: 1-800-724-1633.

Sincerely,

M&T Bank
Foreclosure Department

M&T Bank is attempting to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this correspondence is for compliance or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.

XF012



2763 Camino Del Rio South • San Diego, CA 92108 • (866) 645-7711

September 29, 2022

MAYUMI ANDERSON, ROY C TODD

RE: Notice of Postponement of Trustee's Sale
Trustee's Sale No.: CA-22-912185-CL
Property Address: 31336 NORTH DOME DRIVE, COARSEGOLD, CA 93614

This letter is being sent pursuant to Cal. Civ. Code 2924, to notify you that the Trustee's Sale has been postponed from 10/5/2022 to 11/16/2022 at 9:00 AM at the location set forth in the Notice of Trustee's Sale, At the Main Entrance of the Madera County Government Center, 209 West Yosemite Avenue, Madera, CA 93637.

It is important that you monitor all sale activity and attend the sale to protect your interest. The sale may be conducted without further notification.

You can obtain information about postponements of the Trustee's Sale listed above by calling 800-280-2832 or visiting <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-22-912185-CL and by accepting the terms and conditions for use of these resources. You should personally attend the sale to verify current status.

UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE WITHOUT FURTHER NOTICE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY CASE, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT A DEBT AS YOUR PERSONAL OBLIGATION.

Quality Loan Service Corporation

LOAN #: 1610000051
MIN: 1006186-0004038833-3

NOTE

February 16, 2017
[Date]

CONCORD,
[City]

California
[State]

31336 NORTH DOME DRIVE, COARSEGOLD, CA 93614
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$210,478.00 (this amount is called "Principal") plus interest, to the order of the Lender. The Lender is Bay Equity LLC, a California Limited Liability Company.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on April 1, 2017. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2047, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 28 Liberty Ship Way, Suite 2800
Sausalito, CA 94965

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,113.87.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

LOAN #: 1610000061

sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do those things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

LOAN #: 1610000051

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

MAYUMI ANDERSON

(Seal)

ROY C. TODD

(Seal)

Lender: Bay Equity LLC
NMLS ID: 78988
Loan Originator: Steve Hall
NMLS ID: 343473